SUPREME COURT OF THE UNITED STATES.

No. 104.

SAMUEL B. HOBART ET AL., CLAIMANTS OF THE BRIG HOPE AND CARGO, APPELLANTS,

VERSUS

ANDREW DORGAN ET AL., LIBELLANTS.

ON APPEAL ROM THE DISTRICT COURT U. S. FOR THE SOUTHERN DISTRICT OF ALABAMA.

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UNITED STATES OF AMERICA, *District Court of the United States for the Southern District of Alabama.*

Pleas had before the honorable the district court of the United States for the district aforesaid, exercising admiralty jurisdiction at a term thereof, begun and held on the first Monday of May, in the year of our Lord one thousand eight hundred and thirty-two, before his honor William Crawford, judge of said court, ss.

ANDREW DORGAN ET AL., *Libellants for Salvage,*
vs.
BRIG HOPE AND CARGO.

Be it remembered that heretofore, to wit: on the thirty-first day of January, in the year of our Lord one thousand eight hundred and thirty-two, Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, filed in the clerk's office of said court, their libel for salvage against the brig Hope, her tackel, apparel, and furniture, and cargo, found on board, in the words and figures following, to wit:

To the honorable William Crawford, judge of the District Court of the United States for the Southern District of Alabama.

Libel filed 31st January, 1832.

The libel of Andrew Dorgan, master and owner of the pilot boat schooner called the "Two Sons," Harvey Curtis, master, and the said Curtis and James Coyles, owners of the pilot boat schooner called the "Trimmer," and Robert Bruce, master and part owner of the pilot boat schooner called the "Blooming Youth," respectfully showeth: That on Tuesday, the twenty-fourth day of January, one thousand eight hundred and thirty-two, at four o'clock, P. M., of said day, your libellants discovered a certain brig or vessel, which they afterwards ascertained to be the brig Hope, of Charlestown, near Boston, then on a voyage from Havanna to the port of Mobile, about ten miles w. s. w. from Mobile point, the wind then being east; that a pilot, one of your libellants, the said Robert Bruce, then went on board of said brig; that the said brig, with the pilot on board, then used every exertion to get in and make the harbor inside of the said point: that on the evening of the next day, about half past seven o'clock, she was brought inside of Mobile point, by the pilot on board of her, and off the lighthouse to the place where the pilots at the outward bar of Mobile point usually leave all vessels they pilot inside of the outward bar, and that he was then discharged (having in all things complied with his duty as a pilot) from on board said brig by one Samuel B. Hobart, the master of said brig; that the said brig then proceeded on her course up the bay of Mobile, and anchored about nine o'clock, P. M. of said day (Wednesday) about six miles inside of Mobile point aforesaid; that on the morning of Thursday, about two o'clock, A. M., the wind changed to the north blowing a gale; at daylight of the day last mentioned, the said brig was discovered on shore on the east bank, about one and a half miles outside of the point, it then blowing very fresh from the north, with both of her masts and bowsprit gone, and without cable or anchor, and abandoned by the said Hobart, the master of the said brig, and her crew; that the wind continued to blow so fresh all that day, that no exertions for the safety of the said brig or her cargo could successfully be made by these libellants; that on the evening of the next day (Friday) Robert Bruce, one

of these libellants, took the ship Splendid to sea, and on his way was boarded by the said master of the said brig, and requested to afford assistance in taking the cargo out of the said brig, as she was in a hopeless condition, and they were in great distress; the said master of the said brig alleging at the time that he had applied for assistance at Mobile point to unlade the cargo of the said brig, but could procure none; that the said Bruce then determined to consult the rest of these libellants, to ascertain what could be done for the preservation of the cargo of the said brig. That some short time previous to the said application by the master of the said brig to the said Bruce, and his reply thereto as aforesaid, the said brig Hope had been taken possession of by Charles A. Henry, esq., and others under his command, and about sixty-four bags of coffee, a quantity of segars, three bales of tobacco, &c. taken out of her, and the said brig, with the balance of the cargo of the said brig, then abandoned; that the said Bruce, in pursuance of his determination to consult the rest of these libellants in regard to the means to be taken for the preservation of the cargo of the said brig, accompanied by the master of the said brig, came on board the pilot boat schooner "Two Sons," commanded by your libellant, Andrew Dorgan; and the master of the said brig then inquired of said Dorgan, how he should proceed in the then perilous and almost desperate condition of the said brig and cargo, alleging that he had been unable to procure aid or assistance from Mobile point, that he had offered to buy or hire a boat, but could not procure one; that the said Dorgan then gave it as his opinion to the master of the said brig. that the said brig with the cargo on board, which these libellants believe then consisted of six hundred and seventy bags of coffee, or thereabouts, and a quantity of boxes of white Havana sugars, &c., also a quantity of cigars in boxes might be gotten off and taken to the port of Mobile, by the pilot boats belonging to the libellants, and that with the assistance of the said master and the crew of his said brig, he, with the said Harvey Curtis, and the said James Coyles, and the two pilot boats called the "Two Sons," and the "Trimmer," belonging to, and commanded by them, with their respective crews, would make the attempt on the next morning (Saturday;) that the said Dorgan, with the pilot boat under his command, stood to Mobile point aforesaid, the mate and crew of the said brig being there on shore at Mobile point; that when they approached Mobile point on board of said pilot boat, the master of the said brig hailed the mate and crew thereof, and requested them to come on board the pilot boat, stating to them that an attempt would be made to get the said brig off, and to take her to the port of Mobile; that an answer was returned from the shore, that the said brig was bilged, with four feet water in the hold; that the master of the said brig then observed "it is all over;" that your libellant, Andrew Dorgan, then informed him that these libellants would make the attempt to get the said brig off, which was attempted; but it continued to blow so very fresh. that neither of the pilot boats, the "Trimmer" or the "Two Sons," could board her. At that time the two pilot boats then stood back to the point and anchored. The captain of the said brig then said he would go on shore and proceed to the town of Mobile, without loss of time, upon which he was informed by your libellant, the said Andrew Dorgan, that he would take his crew and divide them, by putting two of them on board of each pilot boat, from whence he would send them to the city of Mobile without loss of time. That the master of the said brig then went on shore, with the intention of proceeding forthwith to the town of Mobile: his men at the same time ac-

companied him, and did not afterwards return to the said pilot boats or to the said brig. That the master of the said brig, on leaving the said pilot boat "Two Sons" for the shore, observed, "Dorgan, I wish you good luck; the brig and cargo will be worth to you seventeen thousand dollars if you can get her up; I hope she may fall into your hands." That your libellant, Dorgan, replied, that it was impossible the vessel could remain where she was; that if it continued blowing, she must float; that the master of the said brig replied, "I hope she will," and left the pilot boat for the shore and the town of Mobile. That about half past one o'clock, P. M. of the same day, these libellants discovered the brig nearly afloat, it then blowing fresh from the east southeast; that these libellants then determined to board her, she being at the time with her cargo on board in great danger of being wholly lost to the owners. That at the time these libellants got possession of her, it was blowing fresh from the east southeast; and as she was then nearly clear, with the then prevailing winds, must have been driven to the west bank, and have immediately become a total wreck. That after getting on board of the said brig, these libellants found said brig to be almost a total wreck, entirely abandoned, with not a human soul on board of her; both masts and bowsprit gone, with three feet water in her hold, and still making more water. That these libellants then set four men to work at the pumps of said brig, and took her in tow by the two pilot boats, Trimmer and Two Sons, and anchored her off Dog river bar, on Saturday night, the 28th January, 1832, keeping the pumps going all the time. That these libellants, on the next morning, despatched the pilot boat, schooner Trimmer, to the town of Mobile, for the purpose of procuring a steamboat, to tow the said brig and cargo to the port of Mobile. That these libellants then borrowed a cable and anchor from the British brig Aimwell, Power, master, for the preservation of the said brig. That on the next day, (Monday) the steamboat Tuscumbia, employed by these libellants, at great expense, went down to the place where the said brig and cargo were lying off Dog river, took them in tow, and brought into the port of Mobile, where the said brig is now anchored; and these libellants further represent, that the said brig and cargo is, as they have been informed and believe, of the value of twenty thousand dollars, or thereabouts. Now, inasmuch as these libellants have, with so much difficulty and danger, such great exertions and such heavy expense, saved from total loss and destruction, the said brig Hope, and the cargo found on board of her as aforesaid, may it please your honor, to order, that the said brig, called the "Hope," her tackle, apparel, and furniture, and the said cargo found on board of her by these libellants as aforesaid, may be attached, seized, and taken, by the process of this honorable court, and that a monition, as is usual in such cases, issue to all persons concerned in the said brig Hope, and her said cargo, or having, or pretending to have, any right, title, or interest therein, to show cause, at the time and place mentioned in the said monition, if any they have, or can, why reasonable salvage should not be decreed thereout, for the causes aforesaid, to these libellants, and that such other and further steps shall be taken, and such proceedings had, as the course of this honorable court shall require.

A. DORGAN, *for self and other Libellants.*
ELLIOT & CRAWFORD, *Proctors for Libellants.*

We acknowledge ourselves security for costs in the above suit.

A. DORGAN.
WYLIE & HALL.

MOBILE, *January* 31*st*, 1832.

Andrew Dorgan, one of the libellants, further avers and declares, that on the evening previous to the brig Hope's being got off by the pilots, this libellant consented, at the request of Capt. Hobart, that if the said Capt. Hobart and all his crew would board the brig and get her off, that he, this libellant, would furnish such aid, with his pilot boat, as might be requisite, and would submit to the chamber of commerce at Mobile, whether the libellants would be entitled to any, and what remuneration; but that the crew of the brig Hope, after one attempt on the next day to get on board of the brig Hope, refused to make any further effort, and went back to Mobile point, and the captain, at the same time, went ashore also. All hope of getting on board the brig was then abandoned by all persons. On the evening of the same day, while the captain and all his crew were ashore, without assistance, and of their own motion, they, the libellants, made for the brig, and after much difficulty succeeded in boarding her. When the captain got on board the pilot boat, on his way to Mobile, he remarked that whatever the pilots had done, without the assistance of him (the captain) and the brig's crew, was of course not included in the original agreement, inasmuch as the captain and crew had not done as they had then promised to do, and had taken no part in saving the brig, and that the claim of the libellants had, in consequence, become entirely different from what it was to have been, if the captain and crew had rendered the services promised.

A. DORGAN.

THE STATE OF ALABAMA, *County of Mobile:*

Personally appeared before me, Benj. Wilkins, a justice of the peace for said county, who made oath that the facts set forth in the beforegoing libel, and by him subscribed, are true.

A. DORGAN.

Sworn to, and subscribed before me, the 11th May, 1832.

BENJ. WILKINS, *J. P.* [SEAL.]

Libel filed this 31st day of January, 1832.

DAVID FILES, *Clerk So. Dist. Ala.*

Whereupon was issued the following writ of seizure, (to wit:)

DISTRICT COURT OF THE UNITED STATES, *for the Southern District of Alabama.* The President of the United States to the Marshal of said District, greeting:

Seizure. You are hereby commanded, to attach, seize, take, and safely keep in your possession, the brig or vessel, called the Hope, of Charlestown, her tackle, apparel, and furniture, and cargo found on board, which said brig or vessel, called the Hope, her tackle, apparel, and furniture, and cargo, found on board, have been libelled against this 31st January, 1832, by Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, for salvage, and to answer unto the said libellants for the non payment of salvage. And what you do in the premises, certify to the district court aforesaid, at the place of holding said court at Mobile, on the first Monday of May next, and have you then and there this precept.

[L. S.] Witness, the honorable Wm. Crawford, judge of said court, the second Monday of December, in the year of our Lord eighteen hundred and thirty-one. Issued the thirty-first day of January, in the year of our Lord one thousand eight hundred and thirty-two.

Attest: DAVID FILES, *Clerk So. Dist. Ala.*

Received 31st January, 1832, and same day seized and took possession of the brig Hope, her tackle, apparel, and cargo.

ROBT. L. CRAWFORD, *U. S. Marshal.*

And it being certified by the marshal of said district, that he had seized and taken into his possession, the said vessel and cargo, the following monition was thereupon issued, viz:

DISTRICT COURT OF THE UNITED STATES, *for the Southern District of Alabama.* The President of the United States, to the Marshal of said district, greeting:

Monition.

Whereas, Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, have on this 31st day of January, A. D. 1832, filed their libelin the words and figures following, to wit: To the honorable William Crawford, judge of the district court of the United States for the southern district of Alabama. The libel of Andrew Dorgan, master and owner of the pilot boat schooner, called the "Trimmer," and Robert Bruce, master and part owner of the pilot boat schooner, called the "Blooming Youth," respectfully showeth: That, on Tuesday, the 24th day of January, 1832, at 4 o'clock, P. M. of said day, your libellants discovered a certain brig or vessel, which they afterwards ascertained to be the brig Hope, of Charlestown, near Boston, then on a voyage from Havanna to the port of Mobile, about ten miles W. S. W. from Mobile point, the wind then being east, that a pilot, one of your libellants, the said Robert Bruce, then went on board of said brig. That the said brig, with the pilot on board, then used every exertion to get in and make the harbor inside of the said point; that on the evening of the next day, about half past seven o'clock, she was brought inside of Mobile point by the pilot on board of her, and off the the light-house, to the place where the pilots at the outward bar at Mobile point usually leave all vessels they pilot inside of the outward bar, and that he was then discharged, having, in all things, complied with his duty as a pilot, from on board said brig, by one Samuel B. Hobart, the master of said brig; that the said brig then proceeded on her course up the bay of Mobile, and anchored about nine o'clock, P. M. of said day, Wednesday, about six miles inside of Mobile point, aforesaid. That on the morning of Thursday, about two o'clock, A. M., the wind changed to the north, blowing a gale. At daylight of the day last mentioned, the said brig was discovered on shore, on the east bank, about one and a half miles outside of the point, it then blowing very fresh from the north, with both of her masts and bowsprit gone, and without cable or anchor, and abandoned by the said Hobart, the master of the said brig, and her crew; that the wind continued to blow so fresh all that day, that no exertions for the safety of the said brig, or her cargo, could successfully be made by these libellants. That on the evening of the next day, (Friday) Robert Bruce, one of these libellants, took the ship Splendid to sea, and on his way, was boarded by the said master of the said brig, and requested to afford assistance in taking the cargo out of said brig, as she was in a hopeless condition, and they were in great distress, the said master at the time alleging, that he had applied for assistance at Mobile point, to unlade the cargo of the said brig, but could procure none. That the said Bruce then determined to consult the rest of these libellants, to ascertain what could be done for the preservation of the cargo of the said brig. That some short previous to the said application, by the master

of the said brig to the said Bruce, and his reply thereto, as aforesaid, the said brig had been taken possession of by Charles A. Henry, esq., and others under his command, and about sixty-four bags of coffee, a quantity of segars, three bales of tobacco, etc., taken out of her; and the said brig, with the balance of the cargo of the said brig, then abandoned. That the said Bruce, in pursuance of his determination to consult the rest of these libellants, in regard to the means to be taken for the preservation of the cargo of the said brig, accompanied by the master of the said brig, came on board the pilot boat schooner Two Sons, commanded by your libellant, Andrew Dorgan; and the master of the said brig then inquired of the said Dorgan, how he should proceed in the then perilous and almost desperate condition of the said brig and cargo, alleging, that he had been unable to procure aid or assistance from Mobile point; that he had offered to buy or hire a boat, but could not procure one. That the said Dorgan gave it as his opinion to the master of the said brig, with the cargo on board, which these libellants believe then consisted of six hundred and seventy bags of coffee, or thereabouts, and a quantity of boxes of white Havanna sugars, etc., also a quantity of segars in boxes, might be gotten off, and taken to the port of Mobile, by the pilot boats belonging to these libellants; and that with the assistance of the said master, and with the crew of his said brig, he, with the said Harvey Curtis, and the said James Coyles, and the pilot boats called the Two Sons and the Trimmer, belonging to, and commanded by them, with their respective crews, would make the attempt on the next morning (Saturday.) That the said Dorgan, with the pilot boat under his command, stood to Mobile point, aforesaid, the mate and crew of said brig being then on shore at Mobile point; that when they approached Mobile point, on board of said pilot boat, the master of the said brig hailed the mate and crew thereof, and requested them to come on board the pilot boat, stating to them that an attempt would be made to get the said brig off, and take her to the port of Mobile; that an answer was returned from the shore, that the said brig was bilged, with four feet water in the hold; that the master of the said brig then observed, "it is all over." That your libellant, Andrew Dorgan, then informed him, that these libellants would make the attempt to get the said brig off, which was attempted; but it continued to blow so very fresh, that neither of the pilot boats, the Trimmer or the Two Sons, could board her. At that time the two pilot boats stood back to the point, and anchored. The captain of the said brig then said he would go on shore, and proceed to the town of Mobile, without loss of time; upon which he was informed by your libellant, the said Andrew Dorgan, that he would take his crew, and divide them, by putting two of them on board each pilot boat, from whence he would send them to the city of Mobile, without loss of time. That the master of the said brig then went on shore, with the intention of proceeding forthwith to the town of Mobile; his men, at the same time, accompanied him, and did not afterwards return to the said pilot boats, or to the said brig. That the master of the said brig, on leaving the pilot boat, Two Sons, for the shore, observed, "Dorgan, I wish you good luck: the brig and cargo will be worth to you seventeen thousand dollars, if you can get her up: I hope she may fall into your hands." That your libellant, Dorgan, replied, that it was impossible the vessel could remain where she was; that if it continued to blow she must float; that the master of the said brig replied, I hope she will, and left the pilot boat for the shore, and the town of Mobile. That about half past one o'clock, P. M. of the same day, these libellants dis-

covered the brig nearly afloat, it then blowing fresh from the east southeast; that these libellants then determined to board her, she being, at the time with her cargo on board, in great danger of being wholly lost to her owners. That at the time these libellants got possession of her *of her*, it was blowing fresh from the east southeast, and as she was then nearly clear, with the then prevailing winds, must have been driven to the west bank, and have inevitably become a total wreck; that after getting on board of said brig, these libellants found said brig to be almost a total wreck, entirely abandoned, with not a human soul on board of her, both masts and bowsprit gone, with three feet water in her hold, and still making more water; that these libellants then set four men to work at the pumps of said brig, and took her in tow by the two pilot boats, Trimmer and Two Sons, and anchored her off Dog river bar, on Saturday night, the 28th January, 1832, keeping the pumps going all the time. That these libellants, on the next morning, despatched the pilot boat schooner Trimmer, to the town of Mobile, for the purpose of procuring a steamboat to tow the said brig and cargo to the port of Mobile; that these libellants then borrowed a cable and anchor from the British brig Aimwell, Power, master, for the preservation of the said brig. That on the next day (Monday) the steamboat Tuscumbia, employed by these libellants, at great expense, went down to the place where the said brig and cargo were lying off Dog river, took them in tow, and brought them into the port of Mobile, where the said brig is now anchored; and these libellants further represent, that the said brig and cargo, is, as they have been informed, and believe, of the value of twenty thousand dollars, or thereabouts. Now, inasmuch as these libellants have, with so much difficulty and danger, such great exerting, and such heavy expense, saved from total loss and destruction, the said brig Hope, and the cargo found on board of her, as aforesaid, may it please your honor, to order that the said brig, called the Hope, her tackle, apparel, and furniture, and the cargo found on board of her by these libellants, as aforesaid, may be attached, seized, and taken, by the process of this honorable court, and that a monition, as is usual in such cases, issue to all persons concerned in the said brig Hope, and her said cargo, or having, or pretending to have, any right, title, or interest therein, to show cause, at the time and place mentioned in the said monition, if any they have, or can, why reasonable salvage should not be decreed thereout, for the causes aforesaid, to these libellants, and that such other and further steps shall be taken, and such proceedings had, as the course of this honorable court shall require.

(Signed) A. DORGAN, *for self and other Libellants.*
ELLIOTT & CRAWFORD, *Proctors for Libellants.*

And whereas the first Monday of May next, at the place of holding said court at Mobile, hath been ordered and appointed, for all persons interested in the said brig Hope, her tackle, etc., and cargo found on board, to be cited and intimated to appear, and then and there show cause, if any they have, why judgment should not pass as prayed. You are therefore hereby authorized, empowered, and strictly enjoined, peremptorily to cite and admonish, all persons whatsoever, having, or pretending to have, any right, title, interest, or claim, in or to the said brig or vessel, called the Hope, her tackle, apparel, and furniture, and cargo found on board, libelled against, as aforesaid, by publicly affixing (showing) this monition on the mainmast of said brig for some time, and by leaving there affixed a true copy thereof,

and by all other lawful ways, means, and methods whatsoever, whereby this monition may be most public and notorious, to be and appear at the time and place aforesaid, before the court aforesaid; and also to attend upon every term and terms to be held there, and from thence until a definitive sentence shall be read and promulgated in the said business, inclusively, if any shall think it their duty so to do, to hear, abide by, and perform, all and singular, such judicial acts as are necessary, and by law required to be done and expedited in the premises; and further to do what unto law and justice shall appertain, under the pain of the law and contempt thereof, etc. And, whatever you shall do in the premises, certify to the said court at at the place of holding said court at Mobile, on the first Monday of May next, and have you then and there this monition.

Witness, the honorable William Crawford, judge of said court, this second Monday of December, in the year of our Lord one thousand eight hundred and thirty-one. Issued the thirty-first day of January, in the year of our Lord one thousand eight hundred and thirty-two. [L. S.]

Attest: DAVID FILES, *Clerk So. Dist. Ala.*

Received 31st January, 1832, and citation made in the Mobile Patriot, in the city of Mobile.

ROBT. L. CRAWFORD, *U. S. Marshal.*

Whereupon Henry Hitchcock, esq. proctor for the claimants, filed the following claim, and copy of protest, viz.

DISTRICT COURT OF THE UNITED STATES, *Southern District of Alabama.*
May Term, 1832.

Claim. The answer of Samuel B. Hobart, late master of the brig Hope, to the libel of Andrew Dorgan, Harvey Curtis, and James Coyles, filed in said court. This respondent reserving to himself, and for the benefit of all others concerned, all benefit of exception to the jurisdiction of this honorable court, for answer to the said libel, and the matters therein contained, saith, that he admits that said brig came from Havana, and arrived off the light at Mobile point, as stated in said libel; that she was piloted inside the point as therein stated; that she was driven out again on the night of the 25th of January, 1832, by a violent north wind, and that she was driven on the east bank of the channel of the outer bar at said point; that she was dismasted. That on the 26th day of January, he, with his crew, left the said brig for the shore, for the purpose, as well of saving the lives of himself and crew, as of getting assistance to relieve said brig and cargo from her perilous situation. That all the facts connected with the said voyage, from the time of her arrival off Mobile point to the arrival of said brig in the port of Mobile, are correctly and truly set forth in the protest of himself and mate, and Ebenezer Odiorne, and which is hereto attached, and which he prays may be taken as part of said answer. This respondent further saith, that so far as the facts set forth in said libel corresponds with the facts set forth in said protest, he admits them to be truly stated; that in every particular in which they contradict, or do not correspond with the statements in said protest, this respondent denies them to be true. This respondent particularly denies that he ever abandoned said brig with the intention of not returning to her; on the contrary thereof, he expressly states that, while at the point, he used every exertion to procure asssistance

to enable him to return to said brig to save her and her cargo, or as much thereof as could possibly be saved, and that his determination to proceed to the city of Mobile was to enable him to procure assistance for that purpose. This respondent further saith, that the agreement made by him with the said libellant, Andrew Dorgan, so far as compensation was concerned, was, that in any event, they, the said libellants, were to submit the amount of this compensation to the decision of the chamber of commerce at Mobile. That the same was not to depend upon the assistance they might receive from this respondent and his crew, and that no one of the libellants stated to him that the agreement for compensation should be cancelled, if this respondent and his crew should not assist in getting the brig off, and that no one of them intimated to him that, if the crew did not assist, that, in that case, the amount of their services were not to be assessed by the chamber of commerce at Mobile. And this respondent denies that he ever admitted, in any conversation he ever had either before or after the said brig got afloat, that they, the said pilots, should receive any other compensation than that which should be awarded by the chamber of commerce. But this respondent expressly states, that he always supposed that the said libellants would. in any event, submit the amount of their compensation to the said chamber of commerce, as they agreed to do when he requested their assistance. This respondent admits that the amount of the said cargo, as set forth in said libel, is correctly stated.

UNITED STATES OF AMERICA. *The State of Alabama, City and County of Mobile, ss.*

Copy of Protest.

By this public instrument of protest, be it known and made manifest to all whom it doth, shall, or may concern, that on this first day of February, one thousand eight hundred and thirty-two, before me, Robert G. Barde, a notary public in and for the county of Mobile, in the state of Alabama, duly commissioned and sworn, and residing in the city of Mobile, county and State of Alabama aforesaid, personally came and appeared Samuel B. Hobart, master, William B. Cume, jun., mate, David F. Morgan, second mate, and Eben Odiorne, seaman, of and belonging to the brig Hope of Boston, of the burden of one hundred and eighty-six 50-95ths tons, or thereabouts; all of whom, being duly and severally sworn according to law, do, on their solemn oaths, depose, declare, and say, that they sailed in, and on board the said brig from the port of Havana, in the island of Cuba, on the ninth day of January last past, the said brig having then on board a cargo consisting of coffee, sugar, segars and tobacco, and bound direct for the port of Mobile; the said brig, at the time of her departure as aforesaid, being sound, tight, staunch, and strong, properly manned and found, and in every respect well fitted for the aforesaid voyage, and that during the voyage from that time to the twenty-fourth of January aforesaid, although they met with much bad weather, yet nothing material happened or occurred. That on the aforesaid twenty-fourth of January, (Tuesday, by sea account,) the day commenced with strong gales, and cloudy weather, (being then off the coast.) At 1 30, P. M., took a pilot on board, close in on Dauphin Island, and tacked ship to the S. E. at midnight; then tacked ship again, and made Mobile Point light; at 2, tacked off shore, and at 4 tacked and stood in for the light, and at 8, A. M. anchored in eight fathoms water, Sand Island bearing W. by S.; at 5, P. M., (Wednesday, by sea account, or Tuesday, civil time,) the 25th,

weighed and got the boat ahead, and towed with a light breeze from the S. W.; at 7, P. M. put the pilot on shore; on the return of the boat made sail up the bay;) at 9 30 the wind out from the N. W.; came to an anchor with small bower, and furled sails; the light bearing S. by E. distant about four miles; at midnight, a hard squall came out from the N. N. W., let go the best bower, and veered away forty fathoms of cable, having eighty on small bower cable, notwithstanding which the vessel dragged into five and a half fathoms, when the sea commenced making immediately, and the vessel riding, with her bows under water; they then attempted to send down the top-gallant yards, in the act of which the best bower cable parted, when they got the stay sail and try-sail ready for beaching the brig in case of parting the small bower; at 2, A. M., parted small bower, the brig casting her head to the westward, hoisted the foretopmast stay-sail, and wore her round, and made sail with the main stay-sail, and try sail, the light then four points in the lee bow, but the current setting about 3½ knots, drifted them outside the light about two miles, and then brought up among the east breakers, at which time the gale had increased to a hurricane, the sea breaking over them in every direction, taking the stern boat, forcing the brig on her beam ends, and beating most dangerously on her floor timbers, and the gale if possible increasing. At 5 A. M., cut away the masts to right her and relieve her, (together with the bowsprit) for the safety of the vessel, cargo, and lives on board, and hoisted an ensign union down on the stump of the mainmast as a signal of distress, in hopes of relief from the shore; at noon, the flood tide making, the breakers increasing, and every appearance of the gale continuing, two feet water in the hold, the pumps choaked with coffee, the brig laboring dangerously, and no anchors or spare boat. It was the unanimous opinion of all, that they could reach the shore in the long boat, and save their lives and papers, and get assistance for saving the brig's cargo; and at 1 P. M., they left the brig, trusting to the providence of an Almighty God to protect them in the attempt. The boat was soon drifted to leeward, and the water gaining fast on them, the men chilled and exhausted, and torpid, and the boat half full of water, when Charles A. Henry, the custom-house officer, in the boarding boat, was discovered but a few rods from them. They were all received by Mr. Henry, (without their baggage) and, through the exertions of this gentleman, rescued from their perilous situation, and arrived at Mobile Point at 8 P. M. of the said Wednesday. And the said Samuel B. Hobart, master of the said brig, doth furthermore depose, declare, and say, on his oath aforesaid, that on Friday evening, about 9 o'clock, he went on board the pilot boat, (Two Sons,) Capt. Dorgan, and made arrangements with him, Coyle, Harvey Curtis, and Bruce, for the two pilot boats to assist the next morning to lighten the brig, and use every exertion to get the brig off the east breakers, and tow her to the city, (Mobile) and leave to the chamber of commerce to fix the compensation due for their services, and that they readily agreed to make the attempt accordingly, and expressed their confidence in the accomplishment of the object in view. That early on Saturday, the boats got under way, and stood down to the brig, and made two attempts to board her, but found it impracticable, owing to the breakers, and returned back to the wharf. The wind fresh from E. N. E., about 1 30 P. M. the brig changed her position. The pilot boat immediately got under way, and, in about forty-five minutes after the brig was afloat, and taken in tow by the pilot boat, and proceeded up the bay, and at 11 P. M., anchored about eight miles below Dog river bar, when the said appearer proceeded on Sunday morning up to town for

the purpose of procuring a steamboat, and engaged the Tuscumbia to bring up the brig, and on Monday, at 5 P. M., she was anchored off the wharfs of this city, when, to the great astonishment of said appearer, notwithstanding the arrangement entered into by the said pilots to abide by the decision of the chamber of commerce for their compensation as aforesaid, they libelled the vessel and cargo for salvage. And the said Samuel B. Hobart further deposes, declares, and says, on his oath aforesaid, that on Thursday morning, the 26th ultimo, three of the men belonging to the brig went on board from the point, (Mobile point,) and commenced delivering coffee and segars to Mr. Henry, for the account of whom they might concern, there being no possibility of obtaining any other assistance, in which occupation they continued all the next day, (Friday) the 27th ultimo, which they finished on Saturday the 28th; on which day, at about 9, A. M., while lying off the brig with the pilot boat for assisting the brig, Mr. Henry took out all hands, leaving nothing animated on board except a live pig; and when the pilot boat took the brig in tow, all the crew were on or about the wharf at Mobile point ready to go on board, which two men did, and returned for the others, there being no conveyance for their reaching the brig except through this; but neither the men sent, nor those they were sent after, came. And therefore the said appearers did declare to protest, and by these presents do solemnly protest, in manner aforesaid, against all persons whom it doth, shall, or may concern, for all losses, costs, charges, claims, and expenses, whatsoever, already suffered, or to be suffered, by reason of the premises, the same having occurred as before mentioned, and not by or through any fault or neglect of these appearers, or any other person on board the said brig, or to any insufficiency of said brig, her masts, tackle, or apparel, but that the same was occasioned by the violent gales of wind, heavy seas, and breakers, encountered by the said brig Hope as aforesaid, and ought to be borne by the owners, freighters, insurers, and each and every person or persons who may be, in any wise, interested therein, and whomsoever else it may concern. And I, the said notary, at the request of the said master, do hereby solemnly protest against the same having occurred as aforesaid for all damage done to the said brig Hope, her tackle, or apparel, and her cargo, to the end that all matters respecting the same may be properly adjusted and settled, and these presents to serve and avail for that purpose. And at the request of the said master, I, the said notary, do further protest against the said Andrew Dorgan, James Coil, Harvey Curtis, and Robert Bruce, pilots, as aforesaid, for breach of contract, and for libelling the said brig and cargo, holding them liable and responsible for all damages, delays, costs, and other expenses thereby incurred, or to be incurred, in consequence of said breach of contract, and seizure of said brig and cargo; also against the said Charles A. Henry, for taking the men out of the brig, as aforesaid, holding him, in like manner, liable and responsible for all prejudices accruing from said act. Thus done and protested at the city of Mobile, and subscribed and sworn to before me, the said notary, the said first day of February, one thousand eight hundred and thirty-two.

(Signed,) S. B. HOBART,
WILLIAM B. CUME, Jun.
DAVID F. MORGAN.
EBEN ODIORNE.

In testimony whereof, I have hereunto subscribed my name, and affixed my notarial seal of office, the same having been duly noted for protest, by the said master, on his arrival in this city. [SEAL.]

(Signed,) R. G. BARDE, *Notary Public.*

Copy of the note of Protest, brig Hope.

On this thirtieth day of January, A. D. 1832, before the undersigned notary public, personally came and appeared Samuel B. Hobart, master of the brig Hope of Boston, of the burd en of 186 50-95ths tons, or thereabouts, and now last from Havana, laden with coffee, sugars, segars, and tobacco, who declares that he last sailed from said port of Havana on the ninth of January, instant, and arrived in this bay on Tuesday evening, the 24th instant, (sea account;) and that night, in a heavy gale of wind from the north the vessel drove from the anchors, and went on shore, on the east bank of the outer bar, where she was in danger of going to pieces, to prevent which, and for the preservation of the cargo and all concerned, cut away both masts and bowsprit; and having also met with bad weather on his passage previous to the above accident, and fearing damage, enters this note of protest, reserving the right to extend the same whenever necessary or required.

(Signed on the record,) S. B. HOBART.

Done before me, the day, month, and year, first above written.

(Signed,) R. G. BARDE, *Notary Public, Mobile county, State of Alabama.*

The state of Alabama, city and county of Mobile, ss. I, Robert G. Barde, notary public as aforesaid, do dereby certify that the foregoing documents are true copies from the records in my office. Given [L. s.] under my hand and seal of office at the city of Mobile aforesaid, this twenty-fifth day of February, A. D. 1832.

R. G. BARDE, *Notary Public.*

IN THE DISTRICT COURT OF THE U. S. *for Southern District of Alabama.*

ANDREW DORGAN, JAMES COYLES, HARVEY CURTIS, & ROBERT BRUCE,
vs.
BRIG HOPE & CARGO.

Agreement. It is hereby agreed, that the blanks in the bonds given by the claimants of the vessel and cargo, may be filled up at any time after the sealing and delivery of the bonds.

H. HITCHCOCK, *Proctor for Claimants.*

UNITED STATES OF AMERICA, *Southern District of Alabama.*

ANDREW DORGAN & OTHERS,
vs
BRIG HOPE & CARGO.
In admiralty—libel for salvage.

Valuation of Appraiser. The undersigned, appointed appraiser of the vessel and cargo, by consent of parties, hereby certifies that, after having made inquiry of the merchants and grocers of the city of Mobile, he finds the following to be the value of the merchandize, composing that portion of the cargo of the brig Hope found on board at the time of her seizure by the marshal of the court, and also of the vessel and furniture, to wit:

137 bags coffee, imported by C. & A. Batre, 79 of which weighing 15,090 pounds, were damaged 11,972 lbs.; add balance of

79 bags not damaged, 3,118 lbs. to 58 bags, weighing 9,765 lbs. not damaged, in all 12,883 lbs. not damaged, at 14 cents per lb.	$1,803 68
28 boxes Havana sugar, weighing 11,127 lbs., damaged 6,051 lbs., not damaged 5,076 lbs., at 8 cents per lb. - - -	406 08
3 bales Spanish tobacco, worth - - - - - - - -	150 00
9,000 Spanish segars, worth - - - - - - - - -	171 00
158 bags coffee, imported by L. X. Huder, weighing 28,808 lbs., damaged 7,564 lbs., leaves not damaged 21,244 lbs,. at 14 cents per lb. - - - - - - - - - - -	2,974 16
118 bags coffee, imported by R. E. Centre, weighing 19,606 lbs. at 14 cents per lb. - - - - - - - - -	2,744 84
114 bags coffee, imported by William Barnwall, weighing 18,639 lbs. at 14 cents per lb. - - - - - - - -	2,609 46
71 bags coffee, imported by William H. Robertson, weighing 11,508 lbs., at 14 cents per lb. - - - - - - -	1,611 12
100 bags coffee, imported by C. C. Hazard & Co., weighing 16,227 lbs., at 14 cents per lb. - - - - - -	2,271 78
Other articles belonging to the vessel and cargo, enumerated in an account of sales by Robert L. Crawford, marshal, in whose hands the proceeds now are, were sold at public auction for the sum of - - - - - - - - - - - -	157 51
The brig Hope, with part of her stores and furniture, was sold, at public auction for about the sum of - - - - -	400 00
	$15,299 58

Total value of vessel and cargo, fifteen thousand two hundred and ninety-nine $\frac{58}{100}$ dollars, this 7th day of May, 1832.

DAVID FILES, *Appraiser.*

Valuation of appraiser filed 7th May, 1832.

DAVID FILES, *Clerk.*

Sales at auction, of Fruit received per brig Hope, for account of whom it may concern.

ACCOUNT SALES OF FRUIT.

Ja. 31.	Munson & Harris,	1000	Oranges,	- -	17 6	21 88
	Bernard,	300	"	- -	18	6 75
	Crothers,	300	"	- -	"	6 75
	Dobson & Williams,	500	"	- -	18 6	11 56
	Alexander,	200	"	- -	20 6	5 12
	Wilkins & Monell,	200	"	- -	19	4 75
	F. Sandoz,	500	"	- -	19	11 88
	Cunningham,	200	"	- -	"	4 75
	W. Razer,	100	"	- -	"	2 38
	Robt. E. Centre,	100	"	- -	"	2 38
	Alexander,	600	"	- -	19 6	14 63
	Cullum & Brown,	100	"	- -	18 6	12 31
	Sally Pope,	200	"	- -	"	4 63
	Matherson,	100	"	- -	"	2 31
	Dragon,	300	"	- -	20	7 50
	Squire.	100	"	- -	"	2 50

Waldo,	100	Oranges,	"		2 50
Do.	60	"	19 6		1 40
Dragon,	450	Plantins,	9 6		5 34
Sillott,	970	"	6 6		7 88
North Waille,	20	Pine Apples,	31		6 20
Rich,	10	"	30		3 00
Dobson & Williams,	50	"	30		15 00
Waters,	10	"	30		3 00
Alexander,	20	"	30		6 00
P. Robinson,	20	"	30		6 00
Squire,	10	"	30		3 00
Bazer,	10	"	"		3 00
C. & Brown,	20	"	28		5 60
Thos. Brown,	49	"	29		14 21
Loker,	30	"	"		8 70
White,	10	"	28		2 80
Livison,	10	"	"		2 80
Lopez,	20	"	27½		5 50
Sillott,	30	"	27		8 10
Crothers,	10	"	30		3 00
					$225 11
		(Charges)			
Duties, $18 97; drayage, 80,			$19 77		
Comiss. 3½, $6 75; st. duty, 3½ 6 75,			13 30		33 27
					$191 84
Less paid the mate not subject to salvage,					34 33
					$157 51

(Signed,) WM. H. ROBINSON.

E. E. Mobile, 2d Feb. 1832.

The above is a true copy of the account of sales of fruit per brig Hope and the sum of one hundred and fifty-seven $\frac{51}{100}$ dollars remains in my hands.

ROBT. L. CRAWFORD, *U. S. Marshal.*

Filed January 16th, 1833.

D. FILES, *Clerk.*

C. & A. Batre's Bond.

Know all men by these presents, that we, Charles Batre and Adolph Batre, merchants, composing the firm of C. & A. Batre, Alfred Bill, and William H. Robertson, are held and firmly bound unto Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, in the penal sum of five thousand and sixty-one $\frac{42}{100}$ dollars, lawful money of the United States of America, to be paid unto the said Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this thirty-first day of January, in the year of our Lord one thousand eight hundred and thirty-two. The condition of the above obligation is such, that whereas the above named Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, have filed a libel in the

district court of the United States for the southern district of Alabama, claiming salvage on the brig Hope, her tackle, apparel, furniture, and cargo; and whereas the said vessel and cargo are now in the possession of the marshal of said district, under process from said court; and whereas the said Charles Batre and Adolph Batre have claimed 137 bags of coffee, 28 boxes of sugar, 3 bales of tobacco, and 9000 segars, part of the said cargo, valued at twenty-five hundred and thirty $\frac{71}{100}$ dollars, and are desirous of obtaining possession of the same from the said marshal, by entering into a stipulation in admiralty, as required by law. Now, the condition of the above obligation is such, that if the above bounded Charles Batre, Adolph Batre, and Alfred Bill, shall pay into said court, such sum of money as they, or either of them, shall be required to do by the decree of the said court, within five days after the date of said decree, and shall also abide by, and perform all orders and decrees of said court in the premises, then this obligation to be void, otherwise to be and remain in full force and virtue.

CHARLES BATRE, *for A. Batre.* [SEAL.]
CHARLES BATRE. [SEAL.]
ALFRED BILL. [SEAL.]

Approved. DAVID FILES, *Clerk.*
Filed February 1st, 1833. DAVID FILES, *Clerk.*"

L. X. Huder's Bond.

"Know all men by these presents, that we, Louis Xevier Huder and Jos. E. Sheffield, are held and firmly bound unto Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, in the penal sum of fifty-nine hundred and forty-eight $\frac{32}{100}$ dollars, lawful money of the United States of America, to be paid unto the said Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this first day of February, in the year of our Lord one thousand eight hundred and thirty-two. The condition of the above obligation is such, that whereas the above named Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, have filed a libel in the district court of the United States for the southern district of Alabama, claiming salvage of the brig Hope, her tackle, apparel, furniture and cargo; and whereas the said vessel and cargo are now in the possession of the marshal of said district, under process from said court; and whereas the said L. X. Huder has claimed one hundred and fifty-eight bags coffee, 28,808 pounds, part of said cargo, valued at two thousand nine hundred and seventy-four $\frac{16}{100}$ dollars, and is desirous of obtaining possession of the same from the said marshal, by entering into a stipulation in admiralty, according to law. Now, the condition of the above obligation is such, that if the above bounden L. X. Huder shall pay into said court, such sum of money as they, or either of them, shall be required to do by the decree of said court, within five days after the date of such decree, and shall also abide by, and perform all orders of said court in the premises, then this obligation to be void; otherwise to be and remain in full force and effect.

L. X. HUDER. [L. S.]
JOS. E. SHEFFIELD. [L. S.]

Signed, sealed, and delivered, in the presence of Thos. B. Church and T. M. Alexander.

Approved. DAVID FILES, *Clerk.*
Filed this 1st February, 1832. DAVID FILES, *Clerk.*"

Robert E. Center's Bond.

"Know all men by these presents, that we, Robert E. Center, Thomas S. King, and A. Rust Cuyler, are held and firmly bound unto Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, in the penal sum of fifty-four hundred and eighty-nine $\frac{68}{100}$ dollars, lawful money of the United States of America, to be paid unto the said Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, for the which payment, well and truly to be made, we bind ourselves, and each of us, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this 31st day of January, in the year of our Lord one thousand eight hundred and thirty-two. The condition of the above obligation is such, that whereas the above named Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, have filed a libel in the district court of the United States for the southern district of Alabama, claiming salvage of the brig Hope, her tackle, apparel, furniture, and cargo; and whereas the said vessel and cargo are now in the possession of the marshal of said district, under process from said court; and whereas the said Robert E. Center has claimed one hundred and eighteen bags of coffee, weighing, in all, nineteen thousand six hundred and six pounds, part of the cargo of said vessel, valued at twenty-seven hundred and forty-four $\frac{84}{100}$ dollars, and is desirous of obtaining possession of the same from the said marshal, by entering into a stipulation in admiralty, according to law. Now, the condition of the above obligation is such, that if the above bounden Robert E. Center shall pay into said court such sum of money as he shall be decreed to do by the decree of said court within five days after the date of such decree, and shall also abide by, and perform, all orders and decrees of said court in the premises, then this obligation to be void; otherwise to be and remain in full force and effect.

ROBERT E. CENTER. [SEAL.]
THOS. S. KING. [SEAL.]
A. RUST CUYLER. [SEAL.]

Approved. DAVID FILES, *Clerk.*
Filed February 1st, 1832. DAVID FILES, *Clerk.*"

William Barnwall's Bond.

"Know all men by these presents, that we, William Barnwall and Edward Martineau, are held and firmly bound unto Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, in the penal sum of fifty-two hundred and eighteen $\frac{93}{100}$ dollars lawful money of the United States of America, to be paid unto the said Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this first day of February, in the year of our Lord one thousand eight hundred and thirty-two. The condition of the above obligation is such, that whereas the above named Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, have filed a libel in the district court of the United States for the southern district of Alabama, claiming salvage of the brig Hope, her tackle, apparel, furniture, and cargo; and whereas the said vessel and cargo are now in the possession of the marshal of said district, under process from said court; and whereas the said William Barnwall has claimed one hundred and fourteen bags of coffee, weighing about 18,639 pounds, part of said cargo, valued at twenty six hundred and nine $\frac{46}{100}$ dollars, and are desirous of obtaining possession of the

same from the said marshal, by entering into a stipulation in admiralty, according to law. Now, the condition of this above obligation is such, that if the above bounden William Barnwall shall pay into said court, such sum of money as they, or either of them, shall be required to do by the decree of said court, within five days after the date of said decree, and shall also abide by, and perform, all orders and decrees of said court in the premises, then this obligation to be void; otherwise to be and remain in full force and virtue.

W. BARNWALL, *for Edward Martineau.* [SEAL.]
DAVID TALCOTT. [SEAL.]

Signed, sealed, and delivered, in the presence of F. M. Alexander.

Filed this 1st February, 1832. DAVID FILES, *Clerk.*"
Approved. DAVID FILES, *Clerk.*

William H. Robertson's Bond.

"Know all men by these presents, that we, William H. Robertson, Charles Batre, and Robert Higgin, are held and firmly bound unto Andrew Dorgan, Hervey Curtis, James Coyles, and Robert Bruce, in the penal sum of thirty-two hundred and twenty-two $\frac{24}{00}$ dollars lawful money of the United States of America, to be paid unto the said Andrew Dorgan, Hervey Curtis, James Coyles, and Robert Bruce, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this 31st day of January, in the year of our Lord one thousand eight hundred and thirty-two. The condition of the above obligation is such, that whereas the above named Andrew Dorgan, Hervey Curtis, James Coyles, and Robert Bruce, have filed a libel in the district court of the U. States for the southern district of Alabama, claiming salvage of the brig Hope, her tackle, apparel, furniture, and cargo; and whereas the said vessel and cargo are now in the possession of the marshal of said district, under process from said court; and whereas the said William H. Robertson has claimed seventy-one bags of coffee, part of said cargo, valued at sixteen hundred and eleven $\frac{13}{100}$ dollars, and is desirous of obtaining possession of the same from the said marshal, by entering into a stipulation in admiralty, according to law. Now, the condition of this obligation is such, that if the above bounden William H. Robertson shall pay into said court such sum of money as they, or either of them, shall be required to do by the decree of said court within five days after the date of such decree, and shall also abide by, and perform all orders and decrees of said court in the premises, then this obligation to be void, otherwise to be and remain in full force and effect.

WM. H. ROBERTSON. [SEAL.]
CHARLES BATRE. [SEAL.]
ROBT. HIGGIN. [SEAL.]

Approved. DAVID FILES, *Clerk.*
Filed this 1st February, 1832. DAVID FILES, *Clerk.*"

C. C. Hazard's Bond.

"Know all men by these presents, that we, Charles C. Hazard, and John B. Toulmin, and William Ross, are held and firmly bound unto Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, in the penal sum of forty-five hundred

and forty-three $\frac{56}{100}$ dollars lawful money of the United States of America, to be paid unto the said Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, and assigns, firmly by these presents. Sealed with our seals, and dated this first day of February, in the year of our Lord one thousand eight hundred and thirty-two. The condition of the above obligation is such, that whereas the above named Andrew Dorgan, Henry Curtis, James Coyles, and Robt. Bruce, have filed a libel in the district court of the United States for the southern district of Alabama, claiming salvage of the brig Hope, her tackle, apparel, furniture, and cargo; and whereas the said vessel and cargo are now in the possession of the marshal of said district, under process from said court; and whereas the said Charles C. Hazard has claimed one hundred bags of coffee marked 'H.,' part of said cargo, valued at twenty-two hundred and seventy one $\frac{78}{100}$ dollars, and are desirous of obtaining possession of the same from the said marshal by entering into a stipulation in admiralty, according to law. Now, the condition of this obligation is such, that if the above bounden C. C. Hazard shall pay into said court such sum of money as they, or either of them, shall be required to do by the decree of said court, within five days after the date of such decree, and shall also abide by, and perform, all orders and decrees of said court in the premises, then this obligation to be void; otherwise to be and remain in full force and effect.

D. FOWLER, Jr., *for C. C. Hazard.* [SEAL.]
J. B. TOULMIN. [SEAL.]
WILLIAM ROSS. [SEAL.]

Approved. DAVID FILES, *Clerk.*
Filed February 1st, 1832. DAVID FILES, *Clerk.*"

S. B. Hobart Bond.

"Know all men by these presents, that we, Samuel B. Hobart and William H. Robertson, are held and firmly bound unto Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce in the penal sum of one thousand dollars *dollars* lawful money of the United States of America, to be paid unto the said Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this 31st day of January, in the year of our Lord one thousand eight hundred and thirty-two. The condition of the above obligation is such, that whereas the above named Andrew Dorgan, Henry Curtis, James Coyles, and Robert Bruce, have filed a libel in the district court of the U. States for the southern district of Alabama, claiming salvage of the brig Hope, her tackle, apparel, furniture, and cargo; and whereas the said vessel and cargo are now in the possession of the marshal of said district, under process from said court; and whereas the said Samuel B. Hobart, for himself and owners of said vessel, have claimed the said brig Hope and her stores, valued at four hundred dollars, and desirous of obtaining possession of the same from the said marshal, by entering into a stipulation in admiralty, according to law. Now, the condition of this obligation is such, that if the above bounden Samuel B. Hobart, master of said vessel, shall pay into said court such sum of money as he shall be required to do by the decree of

aid court, within five days after the date of such decree; and shall also abide by, and perform all orders and decrees of said court in the premises, then this obligation to be void; otherwise to be and remain in full force and effect.

S. B. HOBART. [SEAL.]
WM. H. ROBERTSON. [SEAL.]

Signed, sealed, and delivered, in presence of—

Approved. DAVID FILES, *Clerk.*
Filed February 1st, 1832. DAVID FILES, *Clerk.*"

DISTRICT COURT OF THE UNITED STATES, *for the Southern District of Alabama at Mobile.* The President of the United States to the Marshal of said District, greeting:

Restoration to C. & A. Batre.

Whereas Charles Batre and Adolphus Batre have claimed one hundred and thirty-seven bags of coffee, twenty-eight boxes of sugar, three bales of tobacco, and nine thousand segars, part of the cargo of the brig Hope, which has been attached to answer a claim for salvage, at the instance of Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, libellants; and whereas, also, the said Charles and Adolphus Batre, with Alfred Bill, have filed in the clerk's office of said court, their bond or stipulation, to have the said one hundred and thirty-seven bags of coffee, twenty-eight boxes sugar, three bales of tobacco, and nine thousand segars, valued at twenty-five hundred and thirty $\frac{71}{100}$ dollars, forthcoming, to abide the decision and decree of said court at the next term. Now, therefore, you are hereby commanded to restore and deliver to the said Charles Batre and Adolphus Batre the said one hundred and thirty-seven bags of coffee, twenty-eight boxes of sugar, three bales of tobacco, and nine thousand segars, libelled against as aforesaid, and what you do in the premises certify to the said court on the first Monday of May next; and have you then and there this writ.

Witness, the honorable William Crawford, judge of said court, the second Monday of December, in the year of our Lord one thousand eight hundred and thirty-one. Issued the first day of February, in the year of our Lord one thousand eight hundred and thirty-two. [L. S.]

Attest: DAVID FILES, *Clerk Sou. Dist. Ala.*

Received 6th February, 1832, and on the same day restored to C. & A. Batre 137 bags coffee and 28 boxes sugar.

R. L. CRAWFORD, *Marshal.*
By JOHN A. STUART, *Dep. Marshal.*

Received of R. L. Crawford, marshal southern district Alabama, one hundred and thirty seven bags coffee and twenty-eight boxes sugar, being the amount found on board the brig Hope.

C. & A. BATRE.

"DISTRICT COURT OF THE UNITED STATES, *for the Southern District of Alabama.* The President of the United States to the Marshal of said District, greeting:

Restoration to L. X. Huder.

Whereas Louis X. Huder has claimed one hundred and fifty-eight bags of coffee, part of the cargo of the brig Hope, which has been attached to answer a claim of sal-

vage, at the instance of Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, libellants; and whereas, also, the said L. X. Huder, with Joseph E. Sheffield, hath filed his bond or stipulation to have the said one hundred and fifty-eight bags of coffee valued at two thousand nine hundred and seventy-four 16 100 dollars, forthcoming, to abide the order, decision, judgment, and decree of said court at the next term. Now, therefore, you are hereby commanded to restore and deliver to the said L. X. Huder the said one hundred and fifty eight bags of coffee, libelled against as aforesaid; and what you do in the premises, certify to the said court on the first Monday of May next, and have you then and there this writ.

Witness, the honorable William Crawford, judge of said court, the second Monday of December, in the year of our Lord one thousand eight hundred and thirty-one. Issued the first day of February, in the year of our Lord one thousand eight hundred and thirty-two.

[L. S.]

Attest: DAVID FILES, *Clerk Sou. Dist. Ala.*

Received 8th February, 1832, and restored to L. X. Huder one hundred and fifty-eight bags coffee, marked X.

R. L. CRAWFORD, *Marshal.*
By JOHN A. STUART, *Dep. Marshal.*"

Received of Robert L. Crawford, esq., marshal of the U. States for the southern district of Alabama, the one hundred and fifty-eight bags coffee mentioned in the within order.

L. X. HUDER.

Mobile, February 8, 1832."

"DISTRICT COURT OF THE UNITED STATES, *for the Southern District of Alabama.* The President of the United States to the Marshal of said District, greeting:

Restoration to R. E. Center.

Whereas Robert E. Center has claimed one hundred and eighteen bags of coffee, part of the cargo of the brig Hope, which has been attached to answer to a claim of salvage at the instance of Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, libellants; and whereas Robert E. Center, with Thos. S. King and A. Rust Cuyler, hath filed his bond or stipulation to have the said one hundred and eighteen bags of coffe, valued at twenty-seven hundred and forty-four 84-100 dollars, forthcoming, to abide the order, decision, judgment, and decree, of the said court at the next term. Now, therefore, you are hereby commanded that you restore and deliver to the said Robert E. Center the said one hundred and eighteen bags of coffee libelled against as aforesaid; and what you do in the premises certify to the court aforesaid on the first Monday of May next, and have you then and there this writ.

Witness, the honorable William Crawford, judge of said court, the second Monday of December, in the year of our Lord one thousand eight hundred and thirty-one. Issued the first day of February, in the year of our Lord one thousand eight hundred and thirty-two.

[L. S.]

Attest: DAVID FILES, *Clerk Sou. Dist. Ala.*

Received 8th February, 1832, and on the same day restored to R. E. Center one hundred and eighteen bags of coffee.

R L. CRAWFORD, *Marshal,*
By JOHN A. STUART,
Dep. Marshal, So. Dist. of Alabama."

"DISTRICT COURT OF THE UNITED STATES, *for the Southern District of Alabama.* The President of the United States to the Marshal of said District, greeting:

Restoration to Wm. Barnwall.

Whereas William Barnwall hath, on oath, claimed one hundred and fourteen bags of coffee, part of the cargo of the brig Hope, which has been attached at the instance of Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, to be condemned to pay salvage; and whereas the said William, with Edward Martineau his security, hath, this thirty-first day of January, 1832, filed his stipulation, to have the proceeds of said coffee, valued at twenty-six hundred and nine 46-100 dollars, forthcoming, to abide the decision and decree of the court aforesaid touching the premises. Now, therefore, you are hereby commanded, in consideration of the premises, to restore and deliver to the said William Barnwall the said one hundred and fourteen bags of coffee libelled against as aforesaid, and valued at the said sum of twenty-six hundred and nine 46-100 dollars; and what you do in the premises certify to the said court, at the place of holding said court at Mobile, on the first Monday of May next, and have you then and there this writ.

Witness, the Hon. William Crawford, judge of the said court, the second Monday of December, in the year A. D. 1831. Issued the 31st day of January, in the year of our Lord one thousand eight hundred and thirty-two. [L. S.]

Attest: DAVID FILES, *Clerk Sou. Dist. Ala.*"

Received 7th February, 1832, and on the 8th February, 1832, I restored to the possession of Wm. Barnwall one hundred and fourteen bags coffee.

R. L. CRAWFORD, *Marshal,*
By JOHN A. STUART, *Dep. Marshal.*

Received of Robert L. Crawford, esq., marshal of the U. States for the southern district of Alabama, sixty-seven bags of coffee marked W. B., and forty-six bags of coffee marked B., and one bag coffee marked W. B., damaged.

W. BARNWALL.

Mobile Feb. 8, 1832.

"DISTRICT COURT OF THE UNITED STATES, *for the Southern District of Alabama.* The President of the United States to the Marshal of said District, greeting:

Restoration to Wm. H. Robertson.

Whereas William H. Robertson hath claimed seventy-one bags of coffee, part of the cargo of the brig Hope, which has been attached to answer to a claim of salvage at the instance of Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, libellants; and whereas, also, the said William H. Robertson, with Charles Batre and Robert Higgin, hath filed his bond or stipulation to have the said seventy-one bags of coffee, valued at sixteen hundred and eleven 12-100 dollars, forthcoming, to abide the order, judgment, and decree of the said court at the next term. Now, therefore, you are hereby commanded to restore and deliver to the said William H. Robertson the said seventy-one bags of coffee, libelled against as aforesaid; and what you do in the premises, certify to the court aforesaid on the first Monday of May next, and have you then and there this writ.

Witness, the honorable Wm. Crawford, judge of said court, this second Monday of December, in the year of our Lord one thousand eight hundred and thirty-one. Issued the first day of February, in the year of our Lord one thousand eight hundred and thirty-two.
[L. S.]
Attest: DAVID FILES, *Clerk Sou. Dist. Ala.*

Received 8th February, 1832, and on the same day restored to Wm. H. Robertson seventy-one bags coffee.

R. L. CRAWFORD, *Marshal,*
By JOHN A. STUART, *Dep. Marshal.*

Received of Robert L. Crawford, marshal of the southern district of Alabama, seventy-one bags of coffee, marked W. H. R. and R.

WM. H. ROBERTSON.

Mobile, Feb. 8, 1832."

"DISTRICT COURT OF THE UNITED STATES *for the Southern District of Alabama.* The President of the United States, to the Marshal of said district, greeting:

Restoration to C. C. Hazard.

Whereas Charles C. Hazard has claimed one hundred bags of coffee, part of the cargo of the brig Hope, which has been attached to answer to a claim of salvage, at the instance of Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, libellants; and whereas the said Charles C. Hazard, with John B. Toulmin and William Ross, has filed his bond or stipulation to have the said one hundred bags of coffee, valued at twenty-two hundred and seventy-one 78-100 dollars, forthcoming, to abide the order, judgment, and decree of the said court at the next term. Now, therefore, you are hereby commanded, that you restore and deliver to the said Charles C. Hazard the the said one hundred bags of coffee, valued at twenty-two hundred and seventy-one 78-100 dollars, forthcoming, to abide the order, judgment, and decree of the said court, at the next term. Now, therefore, you are hereby commanded that you restore and deliver to the said Charles C. Hazard the said one hundred bags of coffee libelled against as aforesaid, and what you do in the premises certify to the court aforesaid, on the first Monday of May next, and have you then and there this writ.

Witness, the honorable William Crawford, judge of said court, the second Monday of December, in the year of our Lord one thousand eight hundred and thirty-one. Issued the first day of February, in the year of our Lord one thousand eight hundred and thirty-two.
[L. S.]
Attest: DAVID FILES, *Clerk Sou. Dist. Ala.*

Received 8th February, 1832, and on the same day restored to the possession of C. C. Hazard seventy-one bags coffee, marked H.

R. L. CRAWFORD, *Marshal,*
By JOHN A. STUART, *Dep. Marshal.*

Received of Robert L. Crawford, esq., marshal of the United States for the southern district of Alabama, seventy one bags coffee, H.

Per Pro. C. C. HAZARD, &c.
D. FOWLER, Jr.

Mobile, Feb. 8, 1832."

"DISTRICT COURT OF THE UNITED STATES *for the Southern District of Alabama.* The President of the United States to the Marshal of said District, greeting:

Restoration to S. B. Hobart, master.

Whereas Samuel B. Hobart, as master of the brig Hope, for himself and the owners thereof, hath, this 31st day of January, 1832, claimed the said brig Hope, her tackle, apparel, and furniture, under oath; and whereas the said Samuel B., with William H. Robertson, hath, the day and year aforesaid, filed his stipulation to have the said brig Hope, her tackle, apparel, and furniture, and stores forthcoming, to abide the order, decision, and decree of said court concerning the said brig, her tackle, apparel, and furniture, and stores, at the instance of Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, libellants. Now, therefore, you are hereby commanded to restore and deliver to the said Samuel B. Hobart, master as aforesaid, the said brig Hope, her tackle, apparel, and furniture, found on board; and what you do in the premises certify to the court aforesaid on the first Monday of May next, and have you then and there this writ.

Witness, the Hon. William Crawford, judge of said court, the second Monday of December, in the year of our Lord one thousand eight hundred and thirty-one. Issued the 31st day of January, in the year of our Lord one thousand eight hundred and thirty two.

[L. S.]

Attest: DAVID FILES, *Clerk Sou. Dist. Ala.*

Received 6th February, 1832; and on the same day restored the brig Hope, her tackle, apparel, and furniture, with the provisions on board, to the possession of Capt. Samuel B. Hobart.

R. L. CRAWFORD, *Marshal.*
JOHN A. STUART, *Dep. Marshal.*"

"DISTRICT COURT OF THE UNITED STATES, *for the Southern District of Alabama.*

ANDREW DORGAN, HARVEY CURTIS, & OTHERS, *vs.* THE BRIG HOPE, & CARGO. } Libel for salvage.

Testimony of Charles A. Henry.

Charles A. Henry, boarding officer, and inspector of the customs, stationed at Mobile point, boarded the brig Hope, Samuel B. Hobart master, on the evening of the 24th January, 1832, then at anchor in southwardly direction from Mobile point, near Sand island, under the charge of a pilot, viz. Robert Bruce. A light breeze sprung up from the south, when the brig got under way about sunset, and run in past Mobile point light about half past seven o'clock, and sent the pilot, Robert Bruce, on shore in the brig's boat, it being the usual custom for vessels coming in to discharge the pilots of the outer bar at that place; Robert Bruce was an outer-bar pilot. She proceeded up the bay towards the city of Mobile. After midnight of the same evening, it blew a violent gale from the north. About sunrise the next morning, he discovered the said brig on the east bank, about a mile and a half to the southward from the light house; both masts gone, and aground in about 6½ feet water, and the sea breaking over her. She remained in that condition, apparently aground, all that day and night, deponent deeming it unsafe to attempt to board her that day. A signal of distress flying from

the stump of the mast, he had his boat taken to the south beach for the purpose of launching her with greater safety. He, on the morning of the 26th of January, proceeded on board said brig, in the boat belonging to the custom-house, with some hands on board; the wind was still north, and sea rough. Upon boarding the brig found her aground, both masts and bowsprit gone, also anchors and cables gone, about two feet water in her hold: the said brig was laden with coffee, sugar, segars, tobacco, and fruit. The captain was on shore at Mobile point, whither he had gone the night previous. Neither of captain nor crew was found on board; the brig was thumping; took out some boxes of segars, and carried them on shore; took out all the segars and tobacco, and sixty-four bags coffee. Three men remained on board the brig, who were employed to do so by Mr. James, of Mobile point, and paid by him. On the third day, the sea being very rough, he became alarmed for the safety of the persons on board the brig, they having no boat. He went along side and took off all hands, at their request, and returned to the point, they having informed him that the brig had bilged; this was about 9 o'clock A. M. The brig remained in this condition until three o'clock P. M., at which hour he was informed that the brig was afloat, when he went out with his boat, and found the brig under tow of a pilot boat. When he got along side, the hawser parted. When he heard the brig was afloat, the captain abandoned his intention of going to town, and requested the deponent to take him on board. On nearing the brig, the captain observed that the pilots had got possession of her, and would make a good job of it: found Dorgan and Coyles alone on board the brig, and in tow of the pilot boat Trimmer, belonging to Harvey Curtis and James Coyles: remained on board until she came up to the point, and then left her. In deponent's opinion, that if the brig had not been taken possession of by some person, she would have drifted on the west bank, (the wind blowing from east) where the water is shallow, and breakers run high, where she could not have got off, and would have gone to pieces. About the time this deponent took off the men from the brig, the pilots had made several fruitless attempts to board the brig with their boats, which they could not do, as the sea ran too high and breaking over her. The claim of Mr. James for salvage, for the amount of coffee, &c., saved in the award made by Wm. R. Hallett and Wm. Raser, was sixty per cent. on the valuation. At the time brig got afloat, she had three or four feet water in her hold. The same day, in the morning, on which the pilots took the brig in tow, Capt. Johnson, of the sloop Huntsman, endeavored to board the brig for the purpose of saving the cargo, but found it impossible to do so.

Cross-examined by Defendant's Counsel.

Does not know that the pilots made any attempt to board the vessel during the time she lay there, until the morning of the day she got off. Is sure that they were not on board long before she got off. Believes the high tide and easterly winds helped her over the bank, and got her afloat. Believes Capt. Hobart was with the pilots when they attempted to board her in the morning. As soon as the brig got off, she was towed inside the light without any apparent difficulty by the pilot boats. Cannot say what difficulty the pilots had to get on board the brig; from the state of the weather, the sea must have been rough around the vessel. It was not more than an hour after she got afloat, before she came in by the light-house. When he came along the brig, and found the hawser had parted, he offered to take

a line on board the pilot boat which had her in tow, when Dorgan told him that they could do it themselves. At this time the vessel was nearly opposite to Mobile point, and in comparatively smooth water.

Re-examined by the Libellants.

Did not see the brig when she got off, and does not know the difficulties encountered by the pilots in towing her from the place where she was aground into smooth water opposite the point.

THE STATE OF ALABAMA, *Mobile County.*

Personally appeared before me, John F. Everitt, a justice of the peace for said county, Charles A. Henry, who, being duly sworn, says that the facts, as stated by him in the foregoing deposition, are true.

CHARLES A. HENRY.

Sworn to, and subscribed before me, the 11th May, 1832.

JOHN F. EVERITT, *J. P.*

Testimony of James F. Roberts.

"To the best of my recollection, I arrived at Mobile point in the schooner Friendship, a public vessel, on the 26th day of January, eighteen hundred and thirty-two, after a long absence from that place, it being my permanent residence. At about one o'clock P. M. of said day, the wind blowing heavy from the northward, and the sloop at that time literally covered with ice. The captain deeming it unsafe to land at the usual place, myself and family were taken on shore on the south beach, and proceeded to the house of Mr. Charles A. Henry, on Mobile point. At the time of my arrival, a brig, said to be the Hope, was lying apparently aground, and considerably out of water, on the east bank, dismasted. At the house of Mr. Charles A. Henry, I met with a gentleman who said his name was Hobart, and that he was the captain of the said brig Hope; that, on his passage from Havana to Mobile, he had a day or two previous got inside the bar, with a pilot, Bruce, on board, and that, after discharging said pilot at the usual place, he had proceeded up the bay, the wind being light; he anchored the brig; that in the night the wind came out from the north a gale; that the brig parted her cable, and was blown ashore. That for the preservation of their lives on the twenty-fifth day of January, it being the day previous, he, his mate and crew, determined to abandon the brig, and endeavor to reach the shore in their boat; that on account of the extreme cold they should have entirely failed and perished, had they not have been picked up by Mr. Charles A. Henry in the revenue boat. I asked the captain what he intended to do; he said he wanted to go to Mobile by the first possible conveyance, in order to enter his protest. At this time the captain, mates, and crew of the said brig were all on shore at Mobile point, or a small part of the crew, perhaps, engaged in assisting Mr. Henry to get goods out of the brig. The captain said that the owners of the cargo, or agents for insurance, would probably send down lighters when informed of her situation. The said captain said that he had abandoned her, and that Mr. Henry was trying to save what he could out of her. On the twenty-seventh day of said month, it being the next day after this conversation, the wind shifted to the east or east southeast, and blew a gale, and it was thought by myself and others that the entire cargo remaining on board would be lost, the water being very rough, and the wreck laboring very much; two of the pilot boats on this day, with their

crews, viz. the Trimmer and Two Sons, being at that time under the command of Andrew Dorgan and Jnmes Coyle, succeeded in getting the brig off, took her in tow, and proceeded up the bay in the direction of Mobile. It is my firm belief that the brig and cargo would have become a total loss but for the opportune assistance afforded by the said Dorgan and Coyles with their boats, as there was no other vessel which could have been procured at the time, and the said brig must have been driven on a lee shore, where she must have bilged in all probability.

JAMES F. ROBERTS.

THE STATE OF ALABAMA, *Mobile County.*

Personally appeared before me, John F. Everitt, a justice of the peace for said county, James F. Roberts, who made oath that the facts set forth in the beforegoing deposition, and by him subscribed, are true.

JAMES F. ROBERTS.

Sworn to, and subscribed before me, the 11th May, 1832.

JOHN F. EVERITT, *J. P.*

Testimony of Charles Mifflin.

"Charles Mifflin states. Resides at Mobile point; knows Captain Samuel B. Hobart; saw him at Mr. Henry's house at Mobile point, on the 25th Januar y, 1832; had a conversation with him in regard to the brig Hope, which he had left. Capt. Hobart state i to deponent that he was afraid the brig would go to pieces in the night, and had left her, the next morning on going to breakfast; Mr. Henry's absence was accounted for by Capt. Hobart, who said that he had gone on board the brig. Captain Hobart told deponent that he had given the charge of the brig to Mr. Henry, to do the best he could with her. Capt. Hobart inquired of deponent, if there was any opportunity to go to town, as he was very anxious to go. Capt. Hobart never expressed any disposition or intention to return to the brig, but said he wished his second mate to go; but deponent does not know whether he went or not.

Cross-examined by Defendant's Counsel.

States that Capt. Hobart, on the first day of his arrival at the point, he manifested considerable anxiety respecting the fate of the brig: after having given the charge of the brig to Mr. Henry, he did not exhibit the same anxiety respecting the fate of the brig.

THE STATE OF ALABAMA, *Mobile County.*

Personally appeared before me, John F. Everitt, a justice of the peace for said county, Charles Mifflin, who made oath that the facts as stated by him in the beforegoing deposition are true and correct.

CHARLES MIFFLIN.

Sworn to, and subscribed before me, the 11th May, 1832.

JOHN F. EVERITT, *J. P.*

"ANDREW DORGAN ET AL., *vs.* THE BRIG HOPE, CARGO, &c. } Libel for Salvage.

DISTRICT COURT OF THE U. S., *Southern District of Alabama.*

Testimony of Daniel H. James.

Daniel H. James, examined by libellants, deposeth and saith that he resided at Mobile point, in the county of Baldwin, and State of Alabama, until recently, when he removed to the city of Mobile. That he was on the top of his house

at Mobile point, looking through a glass, when the pilots took possession of the brig Hope; that their boarding was attended not only with great difficulty but great danger; the sea was very rough; the wind very high, blowing a gale from the eastward, and the spray flying over the brig, as he could distinctly see, the brig being surrounded with breakers. The two pilots (Andrew Dorgan and James Coyles, as the deponent has since understood,) boarded the brig in their small boat. This deponent, though provided with a much larger boat, a six-oared barge, and though anxious to reach the brig, dared not attempt to embark, such was his apprehension of the danger. At the time the pilots took possession of the brig, she was lying about one mile and a half beyond the extreme point of the shore, clear of the land entirely. The pilot boat, a small vessel, lay off and on, unable to approach by reason of the breakers around the brig. The brig drifted into the ship's channel, as it is called, the pilots above mentioned still on board, when a warp was carried out from the pilot boat to the brig, the brig taken in tow and brought safely inside the point. This deponent firmly believes that as the tide and wind were both making towards the westward, the brig, when adrift, must have been driven on the west bank and been lost, had not the pilots been on board, and had they not rendered assistance at the very time when they did. The captain, and mates, and crew of the brig were all on shore at Mobile point when the pilots took possession of the brig. The captain about this time was making every effort to get to the city of Mobile. The crew had been previously paid by this deponent for aiding him in procuring some articles from the brig, having refused to do any thing on account of the vessel. The deponent had previously taken several articles from the brig after she had been abandoned. This deponent was on board of the brig several times previously to the pilot's taking possession of her, but the captain was not on board at any time. The captain expressed much solicitude to reach Mobile, but no intention of returning to the brig. From the expressions used by the captain, deponent believes that it was the captain's opinion that the brig must be entirely lost. This deponent, on the day previous to the said pilot's taking possession of the brig, offered eight hundred dollars to some of the pilots on that station, if they would lay along side of the brig with their pilot boats, and receive the cargo. This offer they declined, because they apprehended that the loss of the pilot boat would result from their compliance. The counsel for libellants declined proposing any cross interrogatories. DANIEL H. JAMES.

Sworn to, and subscribed on this 14th day May, 1832, before me.
BASIL MESLIER,
Justice of the Peace in Mobile county, Alabama.

"District Court of United States, *Southern District of Alabama.*

Andrew Dorgan et al., *vs.* Brig Hope, &c.

John Hall's testimony.

This deponent saith that, as the agents of the pilots who saved the brig Hope, he paid for the use of the steamboat which brought the brig up to town the sum of two hundred dollars. The steamboat was hired at the request of the pilots, and the money paid for them. JOHN HALL, *for Wylie & Hall.*

Sworn to, and subscribed before me, this 14th of May, 1832.
BASIL MESLIER, *Justice of the Peace M. Cy.*"

"ANDREW DORGAN ET AL., *vs.* BRIG HOPE AND CARGO. } Libel for Salvage.

Agreement to file Decree. It is hereby agreed between Elliott & Crawford, proctors for libellants, and Henry Hitchcock, esq., proctor for respondents, that the decree pronounced in this case, may be filed, as of the May term, 1832, of the district court of the United States for the southern district of Alabama.

ELLIOTT & CRAWFORD.
H. HITCHCOCK.

January 18th, 1833. It is hereby agreed that an appeal, if taken in this cause, may be taken nunc pro tunc, as of the May term, 1832.

ELLIOTT & CRAWFORD,
H. HITCHCOCK.

Filed this 18th January, 1833.

DAVID FILES, *Clerk Sou. Dist. Ala.*"

Decree. "It is ordered, adjudged, and decreed, that the claimants pay into this court one-third of the amount of the appraised value of the brig Hope and cargo, for the use of the libellants, as salvage; and on the payment of the same, that the vessel and cargo be restored to the claimants. And it is further ordered and decreed, that the claimants pay the costs of suit.

WM. CRAWFORD,
Judge of the U. S. for the Northern and Southern Districts of Alabama."

"Decree filed by consent of Elliott & Crawford, and H. Hitchcock, as of the May term, 1832, this 18th day of January, 1833.

Attest: DAVID FILES, *Clerk Sou. Dist. of Ala.*"

And now, "this day, that is to say, on the seventeenth day of May, in the year of our Lord one thousand eight hundred and thirty-two, it being a day of the term of the court aforesaid, begun and held on the first Monday of May, in the year of our Lord one thousand eight hundred and thirty-two, before his honor, William Crawford, judge of said court, came the parties as follows, to wit: "This cause is continued." And now, this day, that is to say, on the eighth day of May, in the year of our Lord one thousand eight hundred and thirty-two, it being a day of the term of the court aforesaid, begun and held on the first Monday of May, in the year of our Lord one thousand eight hundred and thirty-three, before his honor, Wm. Crawford, judge of said court, came the parties as follows, to wit: "It appearing that the clerk of this court has omitted to enter on the minutes of the court the decree pronounced in this cause at the term of said court begun and held on the first Monday of May, one thousand eight hundred and thirty-two, it is ordered by the court that said decree be entered nunc pro tunc, that is to say, on the ninth day of May, in the year of our Lord one thousand eight hundred and thirty-three, being a day of the term of said court, begun and held before his honor, William Crawford, judge of said court, on the first Monday of May, in the year last aforesaid, as of the first Monday of May, in the year of our Lord one thousand eight hundred and thirty-two, which said decree is in the words and figures following, to wit: It is ordered, adjudged, and decreed, that the claimants pay into this court one-third of

the appraised value of the brig Hope and cargo for the use of the libellants, as salvage, and on payment of the same, that the vessel and cargo be restored to the claimants. And it is further ordered and decreed that the claimants pay the costs of suit.

WM. CRAWFORD, *Judge of the U. S. for the Northern and Southern Districts of Alabama.*

It is further ordered by the court, that the following consents of the proctors for libellants and claimants be entered of record, to wit:

ANDREW DORGAN ET AL., *vs.* BRIG HOPE AND CARGO. } Libel for Salvage.

It is hereby agreed, between Elliott & Crawford, proctors for libellants, and Henry Hitchcock, esq., proctor for respondents, that the decree pronounced in this case may be filed as of the May term, 1832, of the district court of the United States for the southern district of Alabama.

ELLIOTT & CRAWFORD.
H. HITCHCOCK."

And now, "this day," that is to say, on the sixteenth day of May, in the year of our Lord one thousand eight hundred and thirty-three, being another day of said term of May, begun and held on said first Monday of May, in the year last aforesaid, before his honor, Wm Crawford, judge of said court, further came the parties, as follows, to wit: "It appearing that the clerk of this court omitted, at the May term, one thousand eight hundred and thirty-two, of this court, to enter on the minutes thereof the motion made in this cause to dismiss the same for want of jurisdiction, it is ordered by the court, by consent of parties, that said motion to dismiss be entered on this 16th day of May, 1833, as of said term of May, one thousand eight hundred and thirty-two, to wit:

A. DORGAN ET AL., *vs.* BRIG HOPE AND CARGO. } May term, 1832.

This day appeared in open court, as well Elliott & Crawford, proctors for libellants, as Henry Hitchcock, proctor for defendants, and the proctor for the said defendants moves the court now here to dismiss this libel for want of jurisdiction in this court, and upon argument being heard therein, it is ordered by the court, by consent of parties, that this cause be held under advisement to be decreed in vacation, as of this May term eighteen hundred and thirty-two."

I, David Files, clerk of the district court of the United States, for the said southern district of Alabama, do hereby certify that the above and beforegoing forty-one pages contain a full, true, perfect and complete exemplification of the record of the proceedings of a certain cause in admiralty lately depending and determined in the district court of the United States for the said southern district of Alabama, wherein Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, were libellants, against the brig Hope and cargo.

In testimony whereof, at office in the city of Mobile, I have hereunto set my hand, and affixed the seal of the said district court, this twenty-seventh day of May, in the year of our Lord one thousand eight hundred and thirty-three.

DAVID FILES, *Clerk So. Dist. Ala.*

UNITED STATES OF AMERICA, *Southern District of Alabama.*

Know all men by these presents, that we, William H. Robertson, Charles Batre, Adolphus Batre, William Barnwall, Louis X. Huder, Joseph E. Sheffield, Charles C. Hazard, John B. Toulmin, and Henry Hitchcock, are held and firmly bound unto Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, in the sum of ten thousand two hundred dollars, lawful money of the United States, for the payment of which, well and truly to be made unto the said Andrew Dorgan, Harvey Curtis, James Coyles, and Robert Bruce, we bind ourselves, and each of ourselves, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this thirty first day of January, in the year of our Lord one thousand eight hundred and thirty-three.

The condition of the above obligation is such, that whereas on the eighteenth day of January, in the year of our Lord one thousand eight hundred and thirty-three, a decree was filed in the clerk's office of the district court of the United States for the southern district of Alabama, held at Mobile, as of the term of said court, begun and held at the city of Mobile, on the first Monday of May last past, in a certain cause then depending before the same, wherein one Andrew Dorgan, James Coyles, Harvey Curtis, and Robert Bruce, were libellants, against the brig Hope and cargo, valued at fifteen thousand two hundred and ninety-nine 58–100 dollars, for salvage, in the words and figures following, to wit: "It is ordered, adjudged, and decreed, that the claimants pay into this court one-third of the appraised value of the brig Hope and cargo, for the use of the libellants, as salvage, and on payment of the same, that the vessel and cargo be restored to the claimants; and it is further ordered and decreed that the claimants pay the costs of suit. (Signed) WM. CRAWFORD,
Judge of the U. S. for the Northern and Southern Districts."

And whereas the above bound William H. Robertson, Charles Batre, Adolphus Batre, Robert E. Center, William Barnwall, Louis X. Huder, and Charles C. Hazard, together with one Samuel B. Hobart, have, on this thirty-first day of January, in the year aforesaid, applied for and obtained an appeal from the district court aforesaid, to the Supreme Court of the United States. Now if the above bound William H. Robertson, Adolphus Batre, Charles Batre, Robert E. Center, William Barnwall, Louis X. Huder, Charles C. Hazard, together with the said Samuel B. Hobart, shall prosecute the said appeal to effect in the Supreme Court of the United States, or, failing so to do, shall well and truly pay into the said district court, the sum of five thousand one hundred dollars, being the amount due to the said libellants by virtue of the above decree, together with all interest and damages thereon, and costs, then this obligation to be void; otherwise to be and remain in full force and effect. Given under our hands and seals, the day and date first above written.

WM. H. ROBERTSON. [SEAL.]
JOSEPH E. SHEFFIELD. [SEAL.]
C. & A. BATRE. [SEAL.]
W. BARNWALL. [SEAL.]
C. C. HAZARD. [SEAL.]
H. HITCHCOCK. [SEAL.]
L. X. HUDER. [SEAL.]
J. B. TOULMIN. [SEAL.]
ROBERT E. CENTER [SEAL.]